

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

TechDemocracy, LLC,

Case No.: 2:21-cv-00138-JAD-NJK

Plaintiff

v.

**Order to Supplement Motion for Default
Judgment**

BRV Solutions, Inc.,

Defendant

TechDemocracy, LLC, sues BRV Solutions, Inc. for breach of contract.¹ The Clerk of the Court entered default against BRV Solutions,² and TechDemocracy renews its motion for default judgment against that defendant.³ But there are deficiencies with TechDemocracy's renewed motion that require supplemental briefing.

The problem is that TechDemocracy argues that it is entitled to damages in the amount of \$82,050 but has not provided sufficient evidence for that amount. To support its damage claim, TechDemocracy provides the declaration of Krishnan Balan, which is deficient for two reasons. First, Balan does not declare that any of the information he provides is based on his personal knowledge.⁴ Second, although Balan concludes that \$82,050 is due and owing, he doesn't provide any facts to support his conclusion.⁵ This deficiency is not corrected with the other

¹ ECF No. 1.

² ECF No. 6.

³ ECF No. 9. This is plaintiff's second default-judgment attempt. I denied without prejudice its first motion for that relief because it failed to address the factors from *Eitel v. McCool*, 782 F.2d 1470 (9th Cir. 1986). ECF Nos. 7, 8.

⁴ ECF No. 9-1 (Balan Declaration).

⁵ See *id.*

1 evidence that TechDemocracy provides: copies of the Master Service Agreement and the
 2 Statement of Work agreement between it and BRV Solutions.⁶ These documents state that the
 3 billing rate is \$75 per hour “all-inclusive with no expenses paid.”⁷ But, like Balan’s declaration,
 4 neither document states how many hours TechDemocracy’s agent worked or the amounts that
 5 BRV Solutions was invoiced.⁸

6 TechDemocracy alleges some basic facts supporting its damage amount in paragraph 13
 7 of its complaint,⁹ including the fact that BRV Solutions made a partial payment, so I assume that
 8 it can provide additional evidence to support its damage amount. And it must provide evidence
 9 of these facts because the court cannot accept as true factual allegations related to damages when
 10 determining a motion for default judgment.¹⁰

11 Accordingly, IT IS HEREBY ORDERED that plaintiff has until **September 3, 2021**, to
 12 file a supplemental brief curing, if it can, the deficiencies outlined in this order about the
 13 evidence supporting its motion for default judgment [ECF No. 9].

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 15 U.S. District Judge Jennifer A. Dorsey
 16 August 27, 2021
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21 ⁶ ECF Nos. 9-2 (Master Service Agreement), 9-3 (Statement of Work).

22 ⁷ ECF No. 9-3 at 1.

23 ⁸ See ECF Nos. 9-2 (Master Service Agreement), 9-3 (Statement of Work).

⁹ ECF No. 1.

¹⁰ See *TeleVideo Sys., Inc. v. Heidenthal*, 826 F.2d 915, 917–18 (9th Cir. 1987).